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UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

GUADALUPE VIDALES; SENOBIO VIDALES, Plaintiffs, v. CHASE BANK USA, N.A., and DOES 1 through 10, inclusive, Defendants.	CASE NO. 08 CV 1535 JLS JMA **NOTICE OF MOTION AND MOTION TO STRIKE [Fed. R. Civ. P. 12(f)] AND TO DISMISS [Fed. R. Civ. P. 12(b)(6)]** **Date: October 30, 2008** **Time: 1:30 p.m.** **Courtroom: 6** **Judge: The Hon. Janis L. Sammartino**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 30, 2008 at the hour of 1:30 p.m. in Courtroom 6, at the above-entitled Court, located at 880 Front Street, San Diego, California 95113, the Honorable Janis L. Sammartino presiding, defendant Chase Bank USA, N.A. will and hereby does move as follows:

Chase moves to strike the following references in plaintiffs' complaint to credit card accounts and communications because they are not relevant to plaintiffs' claims and are thus immaterial, under Fed. R. Civ. P. 12(f):

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Complaint at page 7:

	Date	Type	Comments
~~1~~	~~7/24/07~~	~~Billing Statement~~	~~Sent despite notice 1 (see above)~~
~~2~~	~~7/28/07~~	~~Billing Statement~~	~~Sent despite notice 1~~
~~3~~	~~8/1/07~~	~~Letter~~	~~Sent despite notice 1~~
~~4~~	~~8/2/07~~	~~Billing Statement~~	~~Sent despite notice 1~~
~~5~~	~~8/24/07~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~6~~	~~8/28/07~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~7~~	~~9/2/07~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~8~~	~~9/24/07~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~9~~	~~9/24/07~~	~~Phone Call~~	~~Sent despite notice 1 and notice 2~~
10	9/26/07	Billing Statement	Sent despite notice 1 and notice 2
~~11~~	~~9/28/07~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~12~~	~~10/02/07~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~13~~	~~10/24/07~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~14~~	~~10/28/07~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~15~~	~~11/2/07~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~16~~	~~11/2/07~~	~~Letter~~	~~Sent despite notice 1 and notice 2~~
17	11/26/07	Billing Statement	Sent despite notice 1 and notice 2
~~18~~	~~11/28/07~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~19~~	~~12/2/07~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~20~~	~~12/24/07~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~21~~	~~12/28/07~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~22~~	~~1/2/08~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~23~~	~~1/24/08~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~
~~24~~	~~1/28/08~~	~~Billing Statement~~	~~Sent despite notice 1 and notice 2~~

Chase further moves to strike the above-stricken billing statements, telephone log, and letters attached as Exhibit B to plaintiffs' complaint because they are not relevant to plaintiffs' claims and are thus immaterial, under Fed. R. Civ. P. 12(f).

Chase moves to dismiss plaintiffs' first cause of action for violations of the Federal FDCPA on the grounds that it fails to state a claim upon which relief can be granted, because

Chase is not a "debt collector" under the Federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq.

Chase moves to dismiss plaintiffs' second cause of action for violations of the California FDCPA, on the grounds that it fails to state a claim upon which relief can be granted under Fed. R. Civ. P. 12(b)(6) because the billing statements mailed to plaintiffs are excluded from communications considered harassing under the California FDCPA.

Chase moves to dismiss plaintiffs' third cause of action for intrusion upon seclusion on the grounds that it fails to state a claim upon which relief can be granted under Fed. R. Civ. P. 12(b)(6) because it fails to plead the elements of intrusion into a private place and highly offensive conduct.

Chase moves to dismiss plaintiffs' fourth cause of action for tort in se for failure to state a claim upon which relief can be granted under Fed. R. Civ. P. 12(b)(6) because the alleged violations on which the tort in se claim relies fail in their entirety.

Dated: September 5, 2008

Respectfully submitted,

ROPERS, MAJESKI, KOHN & BENTLEY

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UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

GUADALUPE VIDALES; SENOBIO VIDALES, Plaintiffs, v. CHASE BANK USA, N.A., and DOES 1 through 10, inclusive, Defendants.	CASE NO. 08 CV 1535 JLS JMA **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO STRIKE [Fed. R. Civ. P. 12(f)] AND TO DISMISS [Fed. R. Civ. P. 12(b)(6)]** **Date: October 30, 2008** **Time: 1:30 p.m.** **Courtroom: 6** **Judge: The Hon. Janis L. Sammartino**

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5 Witkin, Summary of California Law (10th ed. 2005), *Torts*, § 658, p 8, 10

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I. INTRODUCTION

The complaint of plaintiffs Guadalupe Vidales and Senobio Vidales alleges that defendant Chase Bank USA, N.A. violated the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788, et seq., and the Federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq., and committed the tort of invasion of privacy. Plaintiffs allege that Chase communicated with plaintiffs to collect a debt after it had been advised that plaintiffs were represented by counsel, that plaintiffs were seeking bankruptcy protection, and that Chase was thus to cease and desist from all communications with plaintiffs. Plaintiffs base their allegations on billing statements mailed to plaintiffs, two letters and one telephone call to plaintiffs allegedly regarding the debt on their Chase credit card accounts.

Chase moves to strike the allegations of Chase's alleged violations to the extent that they reference credit card accounts or communications that are not relevant to plaintiffs' claims and are thus immaterial, under Fed. R. Civ. P. 26(f).

Chase moves to dismiss the first cause of action for failure to state a claim upon which relief can be granted under Fed. R. of Civ. P. 12(b)(6), because Chase is not a "debt collector" as defined by the Federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq.

Chase moves to dismiss plaintiffs' second cause of action for violation of the California FDCPA for failure to state a claim upon which relief can be granted under Fed. R. of Civ. P. 12(b)(6) because the billing statements mailed to plaintiffs are excluded from communications considered harassing under the California FDCPA.

Chase moves to dismiss plaintiffs' claim for the tort of invasion of privacy (intrusion upon seclusion) under Rule 12(b)(6) on the ground that it fails to plead the elements of intrusion into a private place and highly offensive conduct.

Finally, Chase moves to dismiss plaintiffs' claim for tort in se because the alleged statutory violations on which they rely fail in their entirety.

II. FACTS ALLEGED

Plaintiffs incurred debt on several credit card accounts issued to them by Chase.

Plaintiffs' complaint alleges that on July 23, 2007, they retained counsel, Doan, Levinson, & Liljegren, LLP, to assist them with obtaining bankruptcy protection and stopping communications from their creditors on two of the accounts.

According to the complaint, on July 24, 2007 and August 22, 2007, plaintiffs' counsel sent "Cease and Desist Orders" (Exhibit A to the complaint) to Chase which advised that plaintiffs were represented by counsel with respect to those two accounts, disputed the validity of the debts on those two accounts, and refused to pay those two accounts. The letters ordered Chase to cease all communications with plaintiff with respect to the debt on those two accounts. The letters are attached to the complaint, and attached hereto as Exhibit A.

The complaint further alleges that Chase contacted plaintiffs, through billing statements, letters, and a telephone call, after it received the "Cease and Desist Orders" from plaintiffs' counsel.

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III. CAUSES OF ACTION ALLEGED

Plaintiffs' first cause of action alleges that Chase violated Cal. Civ. Code § 1788.17 and 15 U.S.C. §§ 1692(b)(6) and 1692(c)c by communicating with plaintiffs after it had allegedly been notified to cease and desist further communications with plaintiffs.

Plaintiffs' second cause of action alleges that Chase violated Cal. Civ. Code § 1788.14(c) by contacting and harassing plaintiffs after being notified of attorney representation.

Plaintiffs' third cause of action alleges "invasion of privacy (intrusion upon seclusion)" based on the allegation that the billing statements, letters and telephone call intruded upon plaintiffs' privacy.

Plaintiffs' fourth cause of action alleges tort in se based on Chase's alleged statutory violations of the California FDCPA, the Federal FDCPA, Cal. Civ. Code § 1708, and Cal. Civ. Code § 43.

IV. THE COURT SHOULD STRIKE ALLEGATIONS CONCERNING ACCOUNTS NOT MENTIONED IN THE CEASE AND DESIST LETTERS

As evidence of the alleged violations, plaintiffs attach the four representation letters as well as twenty-four "contact violations" in the form of billing statements, two letters, and a telephone log containing one telephone call from Chase. The representation letters only reference the consumer debt incurred on account numbers "42668410" and "42669020" (presumably the first eight digits of the accounts). Pursuant to Cal. Civ. Code § 1788.14(c), once a debt collector has been notified "in writing by the debtor's attorney that the debtor is represented by such attorney with respect to the consumer debt and such notice includes . . . a request by such attorney that all communications regarding the consumer debt be addressed to such attorney …." the debt collector is prohibited from collecting or attempting to collect on the debt. (Emphasis added).

As outlined on the following table, with the possible exception of the September 26, 2007 and November 26, 2007 billing statements regarding account number 4266-8410-xxxx-5361, none of the alleged communications concern the consumer debt mentioned in the representation letters.

	Date	Communication	Addressee	Account Number
1	7/24/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-4705
2	7/28/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599
3	8/1/07	Letter	Senobio Vidales	xxxx-xxxx-xxxx-7619
4	8/2/07	Billing Statement	Guadalupe Vidales	5183-3707-xxxx-7114
5	8/24/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-4705
6	8/28/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599
7	9/2/07	Billing Statement	Guadalupe Vidales	5183-3707-xxxx-7114
8	9/24/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-4705
9	9/24/07	Phone Call	Unknown	Unknown
10	**9/26/07**	**Billing Statement**	**Senobio Vidales**	**4266-8410-xxxx-5361**
11	9/28/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599
12	10/02/07	Billing Statement	Guadalupe Vidales	5183-3707-xxxx-7114
13	10/24/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-4705
14	10/28/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599
15	11/2/07	Billing Statement	Guadalupe Vidales	5183-3707-xxxx-7114
16	11/2/07	Letter	Guadalupe Vidales	4266-8510-xxxx-8599
17	**11/26/07**	**Billing Statement**	**Senobio Vidales**	**4266-8410-xxxx-5361**
18	11/28/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599

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19	12/2/07	Billing Statement	Guadalupe Vidales	5183-3707-xxxx-7114
20	12/24/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-4705
21	12/28/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599
22	1/2/08	Billing Statement	Guadalupe Vidales	5183-3707-xxxx-7114
23	1/24/08	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-4705
24	1/28/08	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599

It is clear, therefore, from the face of the complaint, that twenty-two of the twenty-four alleged communications concerned different credit card accounts for which plaintiffs had not retained representation. The only accounts for which plaintiffs' counsel could conceivably have sent notice to Chase were account numbers 4266-8410-xxxx-5361, and 4266-9020-xxxx-xxxx. Therefore, to the extent that the communications relate to credit card accounts not relevant to this action, the communications are immaterial should be stricken pursuant to Fed. R. Civ. P. 12(f).

A. The Billing Statements Include Several Accounts Not At Issue In This Case

As noted above, the 21 billing statements attached to plaintiffs' complaint B (and attached hereto as Exhibit B) involve the following accounts:

Cardmember:	Account Number:
Guadalupe Vidales	4266-8510-xxxx-4705
Guadalupe Vidales	4266-8510-xxxx-8599
Guadalupe Vidales	5183-3707-xxxx-7114
Senobio Vidales	4266-8410-xxxx-5361

There are no billing statements attached to plaintiffs' complaint for an account containing the digits "4266-9020" as referenced in the representation letter.

Therefore, the only billing statements which could conceivably be relevant to this action are the September 26, 2007 and November 26, 2007 billing statements regarding account number 4266-8410-xxxx-5361. All other billing statements are thus immaterial and should be stricken.

B. The Two Letters Sent by Chase Reference Accounts Not At Issue In This Case

The August 1, 2007 letter to Senobio Vidales references an account ending 7619. The letter is simply a confirmation of receipt of a communication from Senobio Vidales. The account which is the subject of this letter is not referenced in any of the representation letters, is not an attempt to collect a debt, and is no other way relevant to this action.

The November 2, 2007 letter to Guadalupe Vidales is a notice of payment past due for an account letter and is, therefore ending 8599. It does not reference either of the accounts for which plaintiffs' counsel sent a representation, not relevant to this matter. The letters are attached hereto as Exhibit C.

C. The Telephone Call From "Chase" Is Vague and Immaterial

Plaintiffs attach a two page log of telephone calls, which includes a one minute call on 9/24/07 from "Chase." The log is attached hereto as Exhibit D. The log does not state who authored it, it does not reference any account numbers, it does not provide a summary of the telephone call, it does not state whether the telephone call was an attempt to collect a debt, or provide a single shred of evidence that would enable anyone to determine its relevance to plaintiffs' claims. The only information contained on the log is that someone had a one minute telephone call from "Chase" on September 24, 2007. It would be absurd for this "log" to be considered as evidence that Chase wrongfully attempted to communicate with a debtor to collect a debt on one of the accounts referenced in the representation letters.

In summary, all communications alleged, with the possible exception of the two billing statements for account 4266-8410-xxxx-5361, are irrelevant and immaterial to this action, and should thus be stricken.

V. CHASE IS NOT A "DEBT COLLECTOR" FOR PURPOSES OF THE FEDERAL FDCPA. THEREFORE, THE FEDERAL FDCPA CLAIM IS INVALID ON ITS FACE

In its first cause of action, the complaint alleges that Chase violated the Federal FDCPA "since it contacted and harassed VIDALES" after being notified of attorney representation. Complaint, ¶ 43. Additionally, plaintiff's fourth cause of action for tort in se relies, in part, on Chase's alleged violations of the Federal FDCPA. See ¶ 62.

Because Chase was admittedly attempting to collect a debt that was owed to it versus to a third party, it is not a "debt collector" within the meaning of the federal statute. The term "debt collector" is defined in 15 U.S.C. § 1692a(6) as:

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> … any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed, due or asserted to be **owed or due another.**

(Emphasis added).

The reference to debts due "another" has been held to exempt from the FDCPA an entity attempting to collect a debt owing to itself. *Aubert v. American Gen. Finance*, 137 F.3d 976, 978 (7th Cir. 1998) ["Creditors who collect in their own name and whose principal business is not debt collection, therefore, are not subject to the Act. This is consistent with the FDCPA's stated purpose of 'eliminating abusive debt collection practices by debt collectors.'" (citation omitted)]; *McGuire v. Citicorp Retail Services*, 147 F.3d 232, 235 (2d Cir. 1998) ["As a general matter, creditors are not subject to the FDCPA."]. Because Chase is not a debt collector, there can be no violation of the Federal Act and the first cause of action, in its entirety, and the fourth cause of action, insofar as it relies on the Federal FDCPA, should be dismissed.

VI. "STATEMENTS OF ACCOUNT" DO NOT CONSTITUTE PROHIBITED COMMUNICATIONS UNDER THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT

As referenced above, the majority of the billing statements are not relevant to this matter. However, to the extent that any of the billing statements, specifically, those statements for account number 4266-8410-xxxx-5361, are relevant, such billing statements are explicitly exempted from the RFDCPA, California Civil Code, § 1788.14, which provides:

> No debt collector shall collect or attempt to collect a consumer debt by means of . . .
>
> (c) Initiating communications, **other than statements of account,** with the debtor with regard to the consumer debt, when the debt collector has been previously notified in writing by the debtor's attorney that the debtor is represented by such attorney with respect to the debt . . . and a request by such attorney that all communications regarding the consumer debt be addressed to such attorney . . . .

(Emphasis added).

The definition of a statement of account is set forth in California Civil Code § 1810.3. It is clear, not only from the face of the statements of account attached to plaintiffs' complaint and

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styled "Statement for account number [account number]," but also from the provision of the statute, that the statements which Chase sent plaintiffs are "statements of account" within the meaning of § 1810.3 and that such statements may be sent to a debtor even after notification that a debtor is represented by counsel with respect to the debt.

In other words, the RFDCPA explicitly exempts statements of accounts, such as the type of statement of account Chase sent to plaintiffs, from the communications prohibited under Civil Code § 1788.14.

The Truth-in-Lending Act, 15 U.S.C. § 1601, et seq. also governs "open end consumer credit plans,"[1] such as the credit card account plaintiff had with Chase. Section 1637(b) requires that:

> The creditor of any account under an open end consumer credit plan shall transmit to the obligor, for each billing cycle at the end of which there is an outstanding balance in that account or with respect to which a finance charge is imposed, a statement setting forth [certain information about the account, including the outstanding balance on the account, the amount and date of each extension of credit during the period, the total amount credited to the account, and other information as set forth in the subsection].

Here, as can be seen on the face of the billing statements, plaintiffs had outstanding balances due on the accounts. Chase was thus required by law to provide plaintiffs with the statements of account as set forth in TILA, § 1637(b).

Therefore, to the extent that plaintiffs are relying on the billing statements for a violation of the California FDCPA, plaintiffs' complaint should be dismissed with prejudice on the ground that it fails to state a claim for relief.

VII. PLAINTIFF'S THIRD CAUSE OF ACTION FOR "INVASION OF PRIVACY (INTRUSION UPON SECLUSION)" FAILS TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED

Plaintiffs' third cause of action for "Invasion of Privacy (Intrusion Upon Seclusion)" alleges that by calling plaintiffs and mailing letters and statements to plaintiffs regarding the credit card accounts, Chase intruded on and invaded plaintiffs' privacy "in such a way that would be highly offensive to reasonable persons in that position." Complaint, ¶ 60. As already argued, the majority of the alleged communications are not relevant here. However to the extent that plaintiff has provided any evidence of communications concerning the accounts referenced in the representation letters, plaintiffs have failed to allege the elements necessary for the tort of intrusion upon or invasion of privacy.

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[1] "The term 'open end credit plan' means a plan under which the creditor reasonably contemplates repeated transactions, which prescribes the terms of such transactions, and which provides for a finance charge which may be computed from time to time on the outstanding unpaid balance . . . ." TILA, § 1602(i).

"One who intentionally intrudes, physically or otherwise, upon the solitude or seclusion of another or his private affairs or concerns, is subject to liability to the other for invasion of privacy, if the intrusion would be highly offensive to a reasonable person." 5 WITKIN, SUMMARY OF CALIFORNIA LAW (10th ed. 2005), *Torts*, § 658, p. 963, citing to the Rest. 2d, Torts § 652B. In order to claim intrusion into private affairs, plaintiff must allege (1) that defendant intruded into a private place, conversation, or matter, and (2) that the intrusion would be highly offensive to a reasonable person. *See, e.g., Sanders v. American Broadcasting Co.*, 20 Cal. 4th 907 (1999).

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Plaintiffs' complaint alleges that over a period of six months, Chase contacted plaintiffs regarding their credit card accounts twenty-four times. Twenty-one of those contacts were in the form of billing statements, which, as stated above, are not relevant and/or are explicitly exempted from the types of communications considered harassing under the California FDCPA. The other contacts consist of two letters and one telephone call.

The two letters clearly are not relevant here because (1) as stated in section IV(c), *supra*, they do not involve one of the two subject accounts; and (2) neither letter meets the elements necessary for an invasion of privacy tort. The August 1, 2007 letter to Senobio Vidales is simply a receipt of a communication regarding account ending 7619. The November 2, 2007 letter simply advised Guadalupe Vidales that her account ending 8599 was past due. Finally, as already argued, the description of the telephone call is so vague and ambiguous that it is impossible to determine the nature of the call or its relevance to the subject matter of the complaint

Plaintiff's entire claim for intrusion upon seclusion is thus based on billing statements, one extremely vague log of a telephone call and two letters. Even if these communications were relevant to plaintiffs' claims, which Chase denies, they clearly do not constitute the "highly offensive intrusion" contemplated by the courts.

A. Chase's Alleged Communications Do Not Constitute Intrusions Into Plaintiff's Private Place, Conversation, or Matter

Chase's letters and telephone call do not meet the first element of an intrusion into private affairs claim. "To prove actionable intrusion, the plaintiff must show that the defendant penetrated some zone of physical or sensory privacy surrounding, or obtained unwanted access to data about, the plaintiff." WITKIN, at 964 (emphasis added). It is plain from the case law that placing a telephone call or mailing a letter is not an intrusion into some zone of privacy.

Most of the cases involve an actual physical intrusion into a zone of privacy. For example, in *Miller v. National Broadcasting Co.*, 187 Cal. App. 3d 1463 (1986), an NBC news field producer, along with his camera crew, entered private homes with a unit of paramedics and filmed the paramedics' activities. Holding that the plaintiff had a cause of action for breach of privacy, the court noted, "reasonable people could regard the NBC camera crew's intrusion into Dave Miller's bedroom at a time of vulnerability and confusion occasioned by his seizure as 'highly offensive' conduct, thus meeting the limitation on a privacy cause of action Restatement of Torts, section 652B imposes." *Id.* at 1483.

The *Miller* court also cited *De May v. Roberts*, 46 Mich. 160 (1881):

> One of the early cases in this country … awarded damages against a person who **intruded into a place** where a woman was giving birth to a child ([9 N.W. 146]). That was considered "highly offensive."

Miller, at 1483 (emphasis added).

Likewise, in *Noble v. Sears, Roebuck & Co.*, 33 Cal. App. 3d 654 (1973), a private investigating firm was hired to help assist with the defense of a personal injury action. In an effort to obtain information from plaintiff, an investigator gained admittance to a hospital room where plaintiff was confined, and by deception, obtained the information. Based, in part, on the investigator's intrusion into plaintiff's hospital room, the court held that that plaintiff had alleged a cause of action for a violation of her right to privacy, because plaintiff could assert an argument that she had an exclusive right of occupancy to her hospital room. *Id.* at 272-73.

In *Shulman v. Group W Productions*, 18 Cal. 4th 200 (Cal. 1998), a rescue helicopter

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containing a nurse equipped with a microphone and a cameraman employed by the defendant TV station was sent to the scene of plaintiffs' accident. Footage of the accident was later broadcast. In reversing summary judgment for defendants on a claim of intrusion, the court stated that the tort of intrusion "encompasses unconsented-to physical intrusion into the home, hospital room or other place the privacy of which is legally recognized, as well as unwarranted sensory intrusions such as eavesdropping, wiretapping, and visual or photographic spying." *Id.* at 230-31.

WITKIN, at 964 also cites shadowing and trailing, use of internet cookies and other "spyware," HIV testing without consent, a retailer's surveillance of fitting or dressing rooms, and eavesdropping on telephones as examples of actionable intrusion. *Id.*

Each and every example set forth above involves some type of physical or electronic intrusion clearly distinguishable from the instant case. Whether defendants were intruding on plaintiff's hospital room or private home, intruding into an accident scene and videotaping plaintiffs, intruding into plaintiff's privacy through the use of plaintiff's internet cookies, or intruding by eavesdropping into plaintiff's conversations, the cases all involve some intrusion into a private space or zone. Here, plaintiff's sole contention is that Chase made telephone calls asking when plaintiff was going to pay, and sent mail to plaintiff regarding his credit card accounts. No case has ever held that a mailbox or telephone line is a private place protected from intrusion. Indeed, when one erects a mailbox in front of one's house one is inviting mail, even if unsolicited. It is, moreover, the Postal Service and not Chase that actually places the mail in the mail box. Moreover, there is nothing surreptitious or deceitful about Chase's communications with plaintiff. Thus, the allegations fall far short of the "unwarranted sensory intrusion," which, as explained by the *Shulman* court, would involve such activity as "eavesdropping, wiretapping, and visual or photographic spying." *Schulman*, at 230-31.

Thus, letters and telephone call plaintiffs allegedly received from Chase clearly do not constitute an intrusion into private place, conversation, or matter sufficient to meet the first element of a tort for intrusion into privacy.

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San Francisco

B. Chase's Alleged Communications Do Not Constitute "Highly Offensive" Intrusions

Plaintiffs have also failed to meet the second requirement that the intrusion must be highly offensive to a reasonable person. WITKIN, at p. 963. "A court determining the existence of 'offensiveness' would consider the degree of intrusion, the context, conduct and circumstances surrounding the intrusion as well as the intruder's motives and objectives, the setting into which he intrudes, and the expectations of those whose privacy is invaded." *Miller*, at 1483. Here, the Court has before it the content of the communications alleged, which, on their face, are not offensive.

The type of conduct that is regarded as highly offensive is well-described in the cases. As noted in the previous section, the *Miller* court held that reasonable people could regard the camera crew's intrusion into a private bedroom as "highly offensive." *Id.* at 1484.

Similarly, in *Shulman*, the conduct complained of was the recording of accident scenes including conversations between the nurse and the accident victims, and the later broadcasting of footage, all without the consent of the accident victims. In analyzing the offensiveness prong of an intrusion claim, the court held that a jury could find that a person who recorded a conversation "with a distressed, disoriented and severely injured patient, without the patient's knowledge or consent, acted with highly offensive disrespect for the patient's personal privacy …." *Id.* at 238.

Likewise, in *Sanchez-Scott v. Alza Pharmaceuticals*, 86 Cal. App. 4th 365 (2001), a doctor's breast examination of a patient in front of a drug salesperson was an intrusion into private affairs, where the salesperson was introduced as "someone observing physician's work", and his true identity was not revealed to the plaintiff prior to the examination.

In *Vescovo v. New Way Enterprises, Ltd.*, 60 Cal. App. 3d 582 (1976), plaintiffs sued defendants for the advertisement they published describing plaintiff: "Hot Lips -- Deep Throat Sexy young bored housewife Norma -- [plaintiffs' address]" and giving her first name and address. *Id.* at 585. As a result of the advertisement, plaintiffs alleged that they were harassed, annoyed, and frightened by numerous persons coming to plaintiffs' residence in response to the advertisement. *Id.* The court found that plaintiff had stated a cause of action for intrusion by

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alleging that defendants had published an advertisement "'with intent and design to injure, disgrace and aggrieve plaintiff Frankie Renee Vescovo and disregarding the comfort of said plaintiff's life and the peace and tranquility of her mind, and to invade and impair the seclusion of said plaintiff's private life …'" *Id.* at 587.

The types of behavior which the courts find to be "highly offensive" for purposes of an intrusion claim are clearly distinguishable from the present case. The Court has before it the letters which were sent to plaintiffs and the telephone "log." As can be seen from the face of those communications, there is nothing contained in them that a reasonable person would find "offensive" under the circumstances. There is absolutely nothing in the letters or telephone log which constitute a "cavalier disregard for ordinary citizens' rights of privacy" (*Miller*, at 1484), a disrespect for plaintiffs' privacy (*Schulman*, at 238), or a disregard for the comfort of plaintiffs' life and peace of mind (*Vescovo*, at 587).

Thus, sending letters and calling a cardmember with regard to credit card accounts the cardmember entered into clearly does not constitute the type of intrusion which would be highly offensive to a reasonable person.

Because the facts alleged simply fail to establish the two elements of an intrusion tort, plaintiffs' third cause of action fails to state a claim upon which relief can be granted, and should be dismissed.

VIII. PLAINTIFF'S FOURTH CAUSE OF ACTION FOR TORT IN SE SHOULD BE STRICKEN TO THE EXTENT IT FAILS TO ALLEGE VIOLATION OF A STATUTORY DUTY OWED

Plaintiff's fourth cause of action alleges that Chase violated the statutory duty under the doctrine of tort in se in that it "engaged in an unlawful course of conduct in violations of the FDCPA, RFDCPA, California Civil Code Section §1708, California Civil Code Section §43." Complaint, ¶ 62. Because plaintiffs have plainly failed to allege violation of any statutory duty owed to them, their fourth cause of action should be stricken.

A. Plaintiff's Claims for Violations of the Federal FDCPA Fail

As stated above, plaintiff's tort in se claim fails to the extent it relies on alleged violations of the Federal FDCPA, because Chase does not meet the definition of "debt collector" under the

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San Francis co

FDCPA.

B. Plaintiff's Claims for Violations of the California FDCPA Fail to the Extent They Rely on the Billing Statements Sent to Plaintiff

Again, as stated above, the majority of the communications are not relevant to this action. Further, billing statements are specifically exempted from communications considered harassing under the California FDCPA. Therefore, to the extent plaintiffs' tort in se claim alleges violations of the California FDCPA, the claim fails.

C. Plaintiff's Claim for Violation of California Civil Code § 43 and § 1708

Cal. Civ. Code § 43 states in pertinent part: "Every person has, subject to the qualifications and restrictions provided by law, the right of protection from bodily restraint or harm, from personal insult, from defamation, and from injury to his personal relations." Plaintiff, however, has failed to allege any insults, defamation or injury to his personal relations.

Cal. Civ. Code § 1708 states: "Every person is bound, without contract, to abstain from injuring the person or property of another, or infringing upon any of his or her rights." No injury to person or property is alleged.

In sum, plaintiff has not stated a cause of action for any violation of any statute. Their fourth cause of action for tort in se thus fails in its entirety.

IX. CONCLUSION

For the foregoing reasons, Chase respectfully requests that:

1. All allegations of communications between Chase and Senobio Vidales and/or Guadalupe Vidales, to the extent they reference credit card accounts or communications that are immaterial to the subject matter herein, be stricken;

2. Plaintiffs' first cause of action for violations of the Federal FDCPA be dismissed with prejudice;

3. Plaintiffs' second cause of action for violations of the California FDCPA be dismissed with prejudice;

4. Plaintiffs' third cause of action for intrusion upon seclusion be dismissed with prejudice; and

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San Francisco

5. Plaintiffs' fourth cause of action for tort in se be dismissed with prejudice.

Dated: September 5, 2008

Respectfully submitted,

ROPERS, MAJESKI, KOHN & BENTLEY

By:/s/ Wendy C. Krog
GEORGE G. WEICKHARDT
WENDY C. KROG
Attorneys for Defendants
CHASE BANK USA, N.A.

EXHIBIT A

DOAN, LEVINSON & LILJEGREN, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
dllfirm.com

July 23, 2007

Chase
PO Box 15123
Wilmington, DE 19850-5123

Re: Debtor(s):Senobio Vidales
Account No: 42668410
Soc Sec No: 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,

To Whom It May Concern:

You are hereby notified the above named debtor(s) have retained the law firm of DOAN, LEVINSON, & LILJEGREN, LLP with respect to an alleged debt you are attempting to collect. Accordingly, you must **cease and desist all future communications** with the above referenced Debtors(s) in accordance with California Civil Code Section 1788.14(c) and 15 U.S.C. Section 1692b(6). Please note that such prohibited contacts include, but are not limited to, all forms of communication by letter, phone, fax, email or any other means.

Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client.

Be advised the debtor(s) **dispute the validity of the debt and refuse to pay**. You now must **obtain verification of the debt** and send the same to both the consumer(s) and this office prior to any further collection efforts, pursuant to CCC 1788.17 and 15 U.S.C. 1692(g).

Please direct all future correspondence to our office by utilizing any of the following available channels:

EMAIL: status@debtwipeout.com;
FAX: (760) 720-6082;
MAIL: address above
PHONE:(760) 450-3333 Ext 3 (during the hours of 8am to 10am, PDT, M-F).

Any further unlawful communication with our client(s) absent our express written consent will violate the above reference laws and result in a claim by the Debtor(s) against you for damages. Should the Debtor(s) file Bankruptcy, such a claim is an asset of the estate, must be disclosed, and will most likely result in an lawsuit against you.

We thank you in advance for your anticipated cooperation into this matter.

Very truly yours-DOAN, LEVINSON & LILJEGREN, LLP

DOAN, LEVINSON & LILJEGREN, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
dllfirm.com

July 23, 2007

Chase/BankOne
PO Box 15145
Wilmington, DE 19850

Re: Debtor(s):Senobio Vidales
Account No: 42669020
Soc Sec No: 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,

To Whom It May Concern:

You are hereby notified the above named debtor(s) have retained the law firm of DOAN, LEVINSON, & LILJEGREN, LLP with respect to an alleged debt you are attempting to collect. Accordingly, you must **cease and desist all future communications** with the above referenced Debtors(s) in accordance with California Civil Code Section 1788.14(c) and 15 U.S.C. Section 1692b(6). Please note that such prohibited contacts include, but are not limited to, all forms of communication by letter, phone, fax, email or any other means.

Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client.

Be advised the debtor(s) **dispute the validity of the debt and refuse to pay**. You now must **obtain verification of the debt** and send the same to both the consumer(s) and this office prior to any further collection efforts, pursuant to CCC 1788.17 and 15 U.S.C. 1692(g).

Please direct all future correspondence to our office by utilizing any of the following available channels:

EMAIL: status@debtwipeout.com;
FAX: (760) 720-6082;
MAIL: address above
PHONE:(760) 450-3333 Ext 3 (during the hours of 8am to 10am, PDT, M-F).

Any further unlawful communication with our client(s) absent our express written consent will violate the above reference laws and result in a claim by the Debtor(s) against you for damages. Should the Debtor(s) file Bankruptcy, such a claim is an asset of the estate, must be disclosed, and will most likely result in an lawsuit against you.

We thank you in advance for your anticipated cooperation into this matter.

Very truly yours-DOAN, LEVINSON & LILJEGREN, LLP

Doan, Levinson & Liljegren, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
dllfirm.com

August 22, 2007

Chase
PO Box 15123
Wilmington, DE 19850-5123

Re: Debtor(s): Senobio Vidales and Guadalupe Vidales
Account No: 42668410
Soc Sec No: 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, 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

To Whom It May Concern:

You are hereby notified the above referenced debtor(s) have retained our Law Firm with respect to an alleged debt you are attempting to collect. Accordingly, whether you are a collection agent or the original creditor, you must now **cease and desist any and all future communications** with the above referenced Debtors(s) as required by **California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692b(6)**. Please note that such prohibited contacts include billing and account statements, collection letters, and any and all other forms of communication by letter, phone, fax, email, or any other means. Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client(s).

You are also notified that the debtor(s) **dispute** the validity of the debt, **refuse to pay**, and require that you **cease further communication** with them pursuant to **California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692c(c)**. You may send all future billing statements as required by the FCBA to our office.

All future communications and correspondence must go through our office via any of the following:
EMAIL: status@debtwipeout.com;
FAX: (760) 720-6082;
MAIL: address above;
PHONE: (760) 450-3333 Ext 3 (during the hours of 8am to 12pm, PDT, M-F).

Any further communication with our client(s) absent our express written consent will violate the above reference laws and may result in a lawsuit against you for actual and damages, including attorney fees and costs. If you have policies and procedures which conflict with the forgoing laws, please make the appropriate adjustments to comply with the laws.

We thank you in advance for your anticipated cooperation into this matter.

Very truly yours

Michael G. Doan, Attorney at Law

Doan, Levinson & Liljegren, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
dllfirm.com

August 22, 2007

Chase/BankOne
PO Box 15145
Wilmington, DE 19850

Re: Debtor(s): Senobio Vidales and Guadalupe Vidales
Account No: 42669020
Soc Sec No: 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, 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

To Whom It May Concern:

You are hereby notified the above referenced debtor(s) have retained our Law Firm with respect to an alleged debt you are attempting to collect. Accordingly, whether you are a collection agent or the original creditor, you must now **cease and desist any and all future communications** with the above referenced Debtors(s) as required by **California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692b(6)**. Please note that such prohibited contacts include billing and account statements, collection letters, and any and all other forms of communication by letter, phone, fax, email, or any other means. Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client(s).

You are also notified that the debtor(s) **dispute** the validity of the debt, **refuse to pay**, and require that you **cease further communication** with them pursuant to **California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692c(c)**. You may send all future billing statements as required by the FCBA to our office.

All future communications and correspondence must go through our office via any of the following:

EMAIL: status@debtwipeout.com;
FAX: (760) 720-6082;
MAIL: address above;
PHONE: (760) 450-3333 Ext 3 (during the hours of 8am to 12pm, PDT, M-F).

Any further communication with our client(s) absent our express written consent will violate the above reference laws and may result in a lawsuit against you for actual and damages, including attorney fees and costs. If you have policies and procedures which conflict with the forgoing laws, please make the appropriate adjustments to comply with the laws.

We thank you in advance for your anticipated cooperation into this matter.

Very truly yours

Michael G. Doan, Attorney at Law

EXHIBIT B

Statement for account number: 4266 8510 4462 4705

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$314.68	08/18/07	$18.00	$36.00

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

4266851044624705000036000031468000005

10016 BEX Z 24507 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2365

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

50001602BK 2041044624705 9

CHASE

Opening/Closing Date: 06/25/07 - 07/24/07
Payment Due Date: 08/18/07
Minimum Payment Due: $36.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4462 4705

Previous Balance	$313.13	Total Credit Line	$500
Finance Charges	+$1.55	Available Credit	$185
New Balance	$314.68	Cash Access Line	$100
		Available for Cash	$0

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$202.46	$1.00	$0.00	$0.00	$1.00
Cash advances	.01644%	6.00%	$111.42	$0.55	$0.00	$0.00	$0.55
Total finance charges							$1.55

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number: 4266 8510 4389 8599

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$1,457.95	08/22/07	$77.00	$154.00

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

4266851043898599000154000014579500000002

12646 BSK 2 20907 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2868

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 204104389859996⑈

CHASE

Opening/Closing Date: 06/29/07 - 07/28/07
Payment Due Date: 08/22/07
Minimum Payment Due: $154.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance	$1,450.77	Total Credit Line	$3,000
Finance Charges	+$7.18	Available Credit	$1,542
New Balance	$1,457.95	Cash Access Line	$600
		Available for Cash	$0

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$780.64	$3.85	$0.00	$0.00	$3.85
Cash advances	.01644%	6.00%	$572.59	$3.33	$0.00	$0.00	$3.33
Total finance charges							$7.18

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number: 5183 3707 8009 7114

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$858.77	08/27/07	$27.94	$55.88

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

5183370780097114000055880008587700000005

14583 BEX Z 21407 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2365

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:500010028: 4080780097114

CHASE

Opening/Closing Date: 07/03/07 - 08/02/07
Payment Due Date: 08/27/07
Minimum Payment Due: $55.88

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect
1-302-594-8200

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

Previous Balance	$853.68	Total Credit Line	$2,000
Finance Charges	+$5.09	Available Credit	$1,141
New Balance	$858.77	Cash Access Line	$2,000
		Available for Cash	$0

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01918%	7.00%	$0.00	$0.00	$0.00	$0.00	$0.00
Cash advances	.01918%	7.00%	$856.13	$5.09	$0.00	$0.00	$5.09

Total finance charges $5.09

Effective Annual Percentage Rate (APR): 7.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

We recently sent you a letter stating that changes will occur to your minimum payment calculation. As long as you remain enrolled in your Debt Management Program, your

Statement for account number: 4266 8510 4462 4705

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$278.94	09/18/07	$0.00	$18.00

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

42668510446247050000180000027894000000 7

11813 BEX 2 23607 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2366

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:500016028: 2041044624705 9"

CHASE

Opening/Closing Date: 07/25/07 - 08/24/07
Payment Due Date: 09/18/07
Minimum Payment Due: $18.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect, 1-302-594-8200

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4462 4705

Previous Balance	$314.66	Total Credit Line	$500
Payment, Credits	-$37.29	Available Credit	$221
Finance Charges	+$1.55	Cash Access Line	$100
New Balance	$278.94	Available for Cash	$0

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
08/09	12212214200000051073439	PAYMENT - THANK YOU	$18.89	
08/21	12332334200000052320137	PAYMENT - THANK YOU	18.40	

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$191.33	$0.98	$0.00	$0.00	$0.98
Cash advances	.01644%	6.00%	$111.96	$0.57	$0.00	$0.00	$0.57
Total finance charges							$1.55

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$1,305.56	09/22/07	$0.00	$77.00

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

42668510438985990000770000130556000000 9

08504 BEX Z 24007 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 126
BAKERSFIELD CA 93312-2356

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

500016028 2041043898599 6

CHASE

Opening/Closing Date:	07/29/07 - 08/28/07
Payment Due Date:	09/22/07
Minimum Payment Due:	$77.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance	$1,457.95	Total Credit Line	$3,000
Payment, Credits	-$159.47	Available Credit	$1,694
Finance Charges	+$7.08	Cash Access Line	$600
New Balance	$1,305.56	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
08/09	12212214200000051073306	PAYMENT - THANK YOU	$80.76	
08/21	12332334200000052320129	PAYMENT - THANK YOU	78.71	

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$712.05	$3.63	$0.00	$0.00	$3.63
Cash advances	.01644%	6.00%	$676.99	$3.45	$0.00	$0.00	$3.45
Total finance charges							$7.08

Effective Annual Percentage Rate (APR): 6.00%

Please see information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number: 5183 3707 8009 7114

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$764.12	09/27/07	$0.00	$27.94

CHASE

Amount Enclosed $.

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

51833707800971140000279400076412000000004

47367 BEX Z 24507 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:500016028: 4060780097114 ii"

CHASE

Opening/Closing Date: 08/03/07 - 09/02/07
Payment Due Date: 09/27/07
Minimum Payment Due: $27.94

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

Previous Balance	$858.77	Total Credit Line	$2,000
Payment, Credits	-$99.41	Available Credit	$1,235
Finance Charges	+$4.76	Cash Access Line	$2,000
New Balance	$764.12	Available for Cash	$1,235

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
08/08	12212214200000051189334	PAYMENT - THANK YOU	$50.35	
08/21	12332334200000052364414	PAYMENT - THANK YOU	49.06	

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01918%	7.00%	$0.00	$0.00	$0.00	$0.00	$0.00
Cash advances	.01918%	7.00%	$799.94	$4.76	$0.00	$0.00	$4.76
Total finance charges							$4.76

Effective Annual Percentage Rate (APR): 7.00%

Please see Information About Your Account section for balance computation method, grace period and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$280.38	10/19/07	$15.00	$36

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

42665510446247050000360000028038000000б

1-4450 BEX 7 28707 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:5000160 28: 20410446247059"

CHASE

Opening/Closing Date: 08/25/07 - 09/24/07
Payment Due Date: 10/19/07
Minimum Payment Due: $36.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4462 4705

Previous Balance	$278.94	Total Credit Line	$500
Finance Charges	+$1.44	Available Credit	$219
New Balance	$280.38	Cash Access Line	$100
		Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$167.07	$0.86	$0.00	$0.00	$0.86
Cash advances	.01644%	6.00%	$112.55	$0.58	$0.00	$0.00	$0.58
Total finance charges							$1.44

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

CHASE

Opening/Closing Date: 08/27/07 - 09/26/07
Payment Due Date: 10/21/07
Minimum Payment Due: $806.05

CUSTOMER SERVICE
In U.S.: 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8410 8581 5361

Previous Balance	$2,084.33	Total Credit Line	$2,000
Purchases, Cash, Debits	+$97.74	Available Credit	$0
Finance Charges	+$54.99	Cash Access Line	$400
New Balance	$2,237.06	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
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It's not too late to resolve the outstanding balance on your credit card account. We have a variety of payment options that may be right for you. Call 1-886-792-7547 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
09/20		LATE FEE		$39.00
08/27		OVERLIMIT FEE		$39.00
09/26		PAYMENT PROTECTOR 1-886-314-4371		19.74

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .08216%	29.99%	$301.22	$7.68	$0.00	$0.00	$7.68
Cash advances	V .08216%	29.99%	$579.76	$14.77	$0.00	$0.00	$14.77
Convenience check	V .08216%	29.99%	$1,277.54	$32.54	$0.00	$0.00	$32.54
Total finance charges							$54.99

Effective Annual Percentage Rate (APR): 29.99%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

... Account number: 4266 8510 4389 8599

New Balance	Payment Due Date	Past Due Amount	Minimum Payment Due
$1,312.24	10/23/07	$77.00	$154.00

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services. New address or e-mail? Print on back.

42666510438985990001540000131224000000000

0870E BEX 2 27107 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500015028⑆ 2041043898599⑈

CHASE

Opening/Closing Date: 08/29/07 - 09/28/07
Payment Due Date: 10/23/07
Minimum Payment Due: $154.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance	$1,305.56
Finance Charges	+$6.68
New Balance	$1,312.24

Total Credit Line	$3,000
Available Credit	$1,687
Cash Access Line	$600
Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$628.33	$3.21	$0.00	$0.00	$3.21
Cash advances	.01644%	6.00%	$680.44	$3.47	$0.00	$0.00	$3.47
Total finance charges							$6.68

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number: 5183 3707 8009 7114

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$768.53	10/27/07	$27.94	$55.88

CHASE

Amount Enclosed $. Make your check payable to Chase Card Services. New address or e-mail? Print on back.

51833707800971140000558800076853000001

86931 BEX Z 27507 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

500016028 40607800971114

CHASE

Opening/Closing Date: 09/03/07 - 10/02/07
Payment Due Date: 10/27/07
Minimum Payment Due: $55.88

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

Previous Balance	$764.12	Total Credit Line	$2,000
Finance Charges	+$4.41	Available Credit	$1,231
New Balance	$768.53	Cash Access Line	$2,000
		Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

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www.chase.com/creditcards

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01918%	7.00%	$0.00	$0.00	$0.00	$0.00	$0.00
Cash advances	.01918%	7.00%	$766.24	$4.41	$0.00	$0.00	$4.41
Total finance charges							$4.41

Effective Annual Percentage Rate (APR): 7.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$261.77	11/18/07	$36.00	$54

Amount Enclosed $

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426685104462470500005400000261770000002

16725 BEX Z 26707 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 2041044624705⑈

CHASE

Opening/Closing Date: 09/25/07 - 10/24/07
Payment Due Date: 11/18/07
Minimum Payment Due. $54.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S call collect
1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4462 4705

Previous Balance	$280.38	Total Credit Line	$500
Finance Charges	+$1.39	Available Credit	$218
New Balance	$281.77	Cash Access Line	$100
		Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

Your credit card account is past due. Please send payment immediately. Call 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$167.92	$0.83	$0.00	$0.00	$0.83
Cash advances	.01644%	6.00%	$113.13	$0.56	$0.00	$0.00	$0.56
Total finance charges							$1.39

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

ACCOUNT NUMBER 6011 3800 1215 4530

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	95.71	.05476 %	19.99 %	1.57	19.99 %	30	08/09/07
CASH ADVANCES	2895.81	.07120 %	25.99 %	61.86	30.06 %		

ACCESS TO YOUR CASH LINE IS FAST AND EASY AT YOUR NEAREST ATM
ALL YOU NEED IS YOUR CARD AND PIN NUMBER. DON'T HAVE A PIN -
NEED TO CHANGE YOUR PIN - CAN'T REMEMBER YOUR PIN? ITS EASY
JUST GIVE US A CALL AT 1-888-532-5774 FROM YOUR HOME PHONE
NUMBER AND WE CAN TAKE CARE OF THAT FOR YOU.

Statement for account number: 4266 8510 4389 8599

New Balance	Payment Due Date	Past Due Amount	Minimum Pay.
$1,318.74	11/22/07	$154.00	$231.00

CHASE

Amount Enclosed $.

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

42668510438985990002310000131874000003

10976 BEX Z30107 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:500016028: 20410438985996

CHASE

Opening/Closing Date:	09/29/07 - 10/28/07
Payment Due Date:	11/22/07
Minimum Payment Due:	$231.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance	$1,312.24	Total Credit Line	$3,000
Finance Charges	+$6.50	Available Credit	$1,681
New Balance	$1,318.74	Cash Access Line	$600
		Available for Cash	$0

Your credit card account is past due. Please send payment immediately. Call 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$631.50	$3.12	$0.00	$0.00	$3.12
Cash advances	.01644%	6.00%	$583.87	$3.38	$0.00	$0.00	$3.38
Total finance charges							$6.50

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number. 5183 3707 8009 7114

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$773.12	11/27/07	$55.88	$83.82

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services
New address or e-mail? Print on back.

51833707800971140000838200077312000000 5

74946 BEX Z 30607 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 40607800971141⑈

CHASE

Opening/Closing Date:	10/03/07 - 11/02/07
Payment Due Date:	11/27/07
Minimum Payment Due:	$83.82

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-886-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

MASTERCARD ACCOUNT SUMMARY

Account Number: 5183 3707 8009 7114

Previous Balance	$768.53	Total Credit Line	$2,000
Finance Charges	+$4.59	Available Credit	$1,226
New Balance	$773.12	Cash Access Line	$2,000
		Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

Your credit card account is past due. Please send payment immediately. Call 1-800-955-8030 (collect 1-302-594-8200) today.

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01918%	7.00%	$0.00	$0.00	$0.00	$0.00	$0.00
Cash advances	.01918%	7.00%	$770.74	$4.59	$0.00	$0.00	$4.59
Total finance charges							$4.59

Effective Annual Percentage Rate (APR): 7.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category
The Effective APR represents your total finance charges - including transaction fees
such as cash advance and balance transfer fees - expressed as a percentage

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$2,472.44	12/21/07	$686.00	$1,285.44

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

426684108581536100128544002472440000005

25149 BEX Z 33007 D
SENOBIO VIDALES
201 LOS ARBOLITOS BLVD APT 10
OCEANSIDE CA 92054-1858

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:500016028: 2031085815361 5"

CHASE

Opening/Closing Date: 10/27/07 - 11/26/07
Payment Due Date: 12/21/07
Minimum Payment Due: $1,285.44

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8410 8581 5361

Previous Balance	$2,372.04	Total Credit Line	$2,000
Purchases, Cash, Debits	+$39.00	Available Credit	$0
Finance Charges	+$61.40	Cash Access Line	$400
New Balance	$2,472.44	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

The outstanding balance on your credit card account is scheduled to be written off as a bad debt shortly. As a result, your credit bureau will be updated with a negative rating that could last for up to seven years. We can still help, but you need to call us now at 1-888-792-7547 (collect 1-302-594-8200).

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
11/20		LATE FEE		$39.00

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .08216%	29.99%	$457.59	$11.66	$0.00	$0.00	$11.66
Cash advances	V .08216%	29.99%	$509.56	$15.53	$0.00	$0.00	$15.53
Convenience check	V .08216%	29.99%	$1,343.18	$34.21	$0.00	$0.00	$34.21
Total finance charges							$61.40

Effective Annual Percentage Rate (APR): 29.99%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

... for account number: 4266 8510 4389 8599

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$1,370.73	12/23/07	$231.00	$2[illegible].00

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

42665851043898599000296000013707300000005

10064 BEX Z 23207 D
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4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 2041043898599⑈

CHASE

Opening/Closing Date: 10/29/07 - 11/28/07
Payment Due Date: 12/23/07
Minimum Payment Due: $296.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance	$1,318.74	Total Credit Line	$3,000
Purchases, Cash, Debits	+$35.00	Available Credit	$1,629
Finance Charges	+$16.99	Cash Access Line	$600
New Balance	$1,370.73	Available for Cash	$0

The charge privileges on your credit card account have been revoked. You no longer have the ability to use your credit card account for purchases. We can help you get back on track. Call 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
11/23		LATE FEE		$35.00

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fees	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.04107%	14.99%	$643.81	$8.20	$0.00	$0.00	$8.20
Cash advances	.04107%	14.99%	$689.85	$8.79	$0.00	$0.00	$8.79
Total finance charges							$16.99

Effective Annual Percentage Rate (APR): 14.99%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number: 5183 3707 8009 7114

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$821.15	12/27/07	$83.82	$139.82

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services. New address or e-mail? Print on back.

51833707800971140001398200082115000000б

53707 BEX 2 33607 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 4060700097114⑈

CHASE

Opening/Closing Date: 11/03/07 - 12/02/07
Payment Due Date: 12/27/07
Minimum Payment Due: $139.82

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

Previous Balance	$773.12	Total Credit Line	$2,000
Purchases, Cash, Debits	+$39.00	Available Credit	$1,178
Finance Charges	+$9.03	Cash Access Line	$2,000
New Balance	$821.15	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

The charge privileges on your credit card account have been revoked. You no longer have the ability to use your credit card account for purchases. We can help you get back on track. Call 1-800-955-8030 (collect 1-302-594-8200) today.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
11/26		LATE FEE		$39.00

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.03836%	14.00%	$6.50	$0.08	$0.00	$0.00	$0.08
Cash advances	.03836%	14.00%	$777.43	$8.95	$0.00	$0.00	$8.95
Total finance charges							$9.03

Effective Annual Percentage Rate (APR): 14.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number: 4266 8510 4462 4705

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$363.63	01/18/08	$95.00	$141.00

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

42668510446247050001410000036363000000009

17269 BEX Z 35807 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 126
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 2041044624705⑈

CHASE

Opening/Closing Date: 11/25/07 12/24/07
Payment Due Date: 01/18/08
Minimum Payment Due: $141.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1 888 446 3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4462 4705

Previous Balance	$320.48	Total Credit Line	$500
Purchases, Cash, Debits	+$35.00	Available Credit	$136
Finance Charges	+$8.15	Cash Access Line	$100
New Balance	$363.63	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

You haven't made the required payments and your credit card account is 90 days past due. As a result, your credit bureau may be updated with a negative rating. Please send your payment immediately or call us at 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

balance in full and terminate your account relationship.

Explanation of Finance Charges: We calculate periodic finance charges using the applicable periodic rates shown on this statement, separately for each feature (e.g., balance transfer/convenience checks and cash advance checks ("check transaction"), purchases, balance transfers, cash advances, promotional balances or overdraft advances). These calculations may combine different categories with the same daily periodic rates. If there is a "V" next to a periodic rate on this statement, that rate may vary, and the index and margin used to determine that rate and its corresponding APR are described in your Cardmember Agreement, as amended. There is a minimum finance charge in any billing cycle in which you owe any periodic finance charges, and a transaction finance charge for each balance transfer, cash advance, or check transaction in the amounts stated in your Cardmember Agreement, as amended.

To get the daily balance for each day of the current billing cycle, we take the beginning balance for each feature, add any new transactions or other debits (including fees, unpaid finance charges and other charges), subtract any payments or credits, and make other adjustments. Transactions are added as of the transaction date, the beginning of the billing cycle in which they are posted to your account, or a later date of our choice (except that check transactions are added as of the date deposited by the payee or a later date of our choice). Fees are added either on the date of a related transaction, the

- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take action to collect the amount you question. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter or call (using the Cardmember Service address or telephone number shown on this statement) must reach us at least three business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services that you purchased with a credit card (excluding purchases made with a check), and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than $50 and the purchase was made in your home state or within 100 miles of your mailing address. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

MA021207

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$1,422.80	...2/08	$298.00	$362.00

CHASE

Amount Enclosed $ ______ Make your check payable to Chase Card Services. New address or e-mail? Print on back.

4266851043898599000362000014228000000005

US626 BEX 2 3322/7 C
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 2041043898599⑈

CHASE

Opening/Closing Date	11/29/07 - 12/28/07
Payment Due Date	01/22/08
Minimum Payment Due	$362.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance	$1,370.73	Total Credit Line	$3,000
Purchases, Cash, Debits	+$35.00	Available Credit	$1,577
Finance Charges	+$17.07	Cash Access Line	$600
New Balance	$1,422.80	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

You haven't made the required payments and your credit card account is 90 days past due. As a result, your credit bureau may be updated with a negative rating. Please send your payment immediately or call us at 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

Statement for acc... mber: 5183 3707 8009 7114

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$881.52	01/27/08	$139.62	$208.82

Amount Enclosed $

Make your check payable to Chase Card Services
New address or e-mail? Print on back

5183370780097114000208820008815200000002

31544 BEX 2 206 E
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:500016028: 4060780097114

CHASE

Opening/Closing Date	12/03/07 - 01/02/08
Payment Due Date	01/27/08
Minimum Payment Due	$208.82

CUSTOMER SERVICE

In U.S.	1-800-945-2000
Español	1-888-446-3308
TDD	1-800-955-8060
Pay by phone	1-800-436-7958
Outside U.S. call collect	1-302-594-8200

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

Previous Balance	$821.15	Total Credit Line	$2,000
Purchases, Cash, Debits	+$39.00	Available Credit	$1,118
Finance Charges	+$21.37	Cash Access Line	$2,000
New Balance	$881.52	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

You haven't made the required payments and your credit card account is 90 days past due. As a result, your credit bureau may be updated with a negative rating. Please send your payment immediately or call us at 1-800-955-8030 (collect 1-302-594-8200) today.

The new APR and promotional rate expiration reflected on this statement is a result of a late payment on your account. For your convenience, you can always pay online by accessing our

Statement for account number: 4266 8510 4462 4705

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$408.22	02/13/08	$141.00	$169.00

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

42668510446247D50001890000040822000002

18569 BEX 2.02408 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 2041044624705⑈

CHASE

Opening/Closing Date	12/25/07 - 01/24/08
Payment Due Date:	02/13/08
Minimum Payment Due:	$169.00

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4462 4705

Previous Balance	$363.63	Total Credit Line	$500
Purchases, Cash, Debits	+$35.00	Available Credit	$91
Finance Charges	+$9.59	Cash Access Line	$100
New Balance	$408.22	Available for Cash	$0

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

It's not too late to resolve the outstanding balance on your credit card account. We have a variety of payment options that may be right for you. Call 1-888-792-7547 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

Statement for acc[illegible]mber: 4266 8510 4389 8599

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$1,494.70	02/22/08	$362.00	$448.00

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back

42668510438985990004480000149470000000 2

10982 BEX Z 02808 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2358

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 2041043898599 6⑈

CHASE

Opening/Closing Date:	12/29/07 - 01/28/08
Payment Due Date:	02/22/08
Minimum Payment Due:	$448.00

CUSTOMER SERVICE

In U.S.	1-800-945-2000
Español	1-888-446-3308
TDD	1-800-955-8060
Pay by phone	1-800-436-7958
Outside U.S. call collect	1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance	$1,422.80	Total Credit Line	$3,000
Purchases, Cash, Debits	+$35.00	Available Credit	$1,505
Finance Charges	+$36.90	Cash Access Line	$600
New Balance	$1,494.70	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

It's not too late to resolve the outstanding balance on your credit card account. We have a variety of payment options that may be right for you. Call 1-888-792-7547 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

EXHIBIT C

Cardmember Service
P.O. Box 15548
Wilmington, DE 19886-5548

CHASE

August 01, 2007

12057 RCS 001 007 21307 - NNNNNNNNNNNNN
Senobio Vidales
201 Los Arbolitos Blvd Apt 10
Oceanside CA 92054-1858

RE: Your account
ending in 7619

Dear Senobio Vidales,

As your credit card company, we value your business and want you to be completely satisfied with the servicing of your credit card account.

We want to inform you that we've received your communication concerning your credit card account. If we have questions about your request, we'll contact you.

If you have any additional questions or, if we can help in any other way, you can call us at 1-888-497-7093 Monday - Friday, 8 AM - 5 PM (EST).

Sincerely,

Customer Support Division

Account is owned by Chase Bank USA, N.A.
Calls may be monitored and/or recorded to ensure the highest level of quality service.

Cardmember Service
P.O. Box 15548
Wilmington, DE 19886-5548

CHASE

November 02, 2007

A6146 RCS 001 001 20507 - NNNNNNNNNNNN
Guadalupe Vidales
4101 Brittany St Apt 128
Bakersfield CA 93312-2368

Amount Due: $231.00

RE: Your account ending in 8599

Dear Guadalupe Vidales:

We've noticed that your credit card account is at least 35 days past due.

If you've already sent your payment, please accept our thanks and disregard this notice. If you haven't yet sent your payment, please send us the past due amount of $231.00 today. We have convenient payment options. You can:

- Mail a check to the address noted on your billing statement and remember to include your full account number on your check.
- Visit our Web site at www.cardmemberservices.com to make your payment online.

We look forward to continuing to serve you in the future.

Sincerely,

Rina Carroll
Customer Support Division

Account is owned by Chase Bank USA, N.A.
Calls may be monitored and/or recorded to ensure the highest level of quality service.

EXHIBIT D

k Co

Date of Call? (MM/DD/YY)	Time of Call? (00:00 AM)	How Many Minutes Did Call Last? (Approx.)	Phone Call, Voice Mail, Letter, Paper Message?	Collector's Name?	Collection Agency Name and Telephone Number?	What Did Collector Say? Amount Demanded? Payment Terms? Threats? Profanity? Harassment? Legal Action? Calls to Friends or Neighbors? Abuse? (Use as many lines or pages as needed)
9. 9.10.07	4.P.M	1		CHECK N GO		
10. 9.14.07	2.PM	3		BANK OF AMERICA	1.800.789.6685	
11. 9.16.07	3.PM	2		FIRST PREMIER BANK	1.800.987.5591	
12. 9.20.07	10.AM.	1		BANK OF AMERICA	1.800-789.6685	
13. 9.24.07	3.AM	1		CHASE	1800.945.2000	
14. 10.10.07	9.PM	1		BANK OF AMERICA	1.800 789.6685	
15.						
16.						
17.						
18.						
19.						
20.						

ATTORNEY CLIENT PRIVILEGED / ATTORNEY WORK PRODUCT

Date of Call? (MM/DD/YY)	Time of Call? (00:00 AM)	How Many Minutes Did Call Last? (Approx.)	Phone Call, Voice Mail, Letter, Paper Message?	Collector's Name?	Collection Agency Name and Telephone Number?	What Did Collector Say? Amount Demanded? Payment Terms? Threats? Profanity? Harassment? Legal Action? Calls to Friends or Neighbors? Abuse? (Use as many lines or pages as needed)
9 9/10/07	4. P. M	1		CHECK N GO		
10 9.14.07	2. PM	3		BANK OF AMERICA	1.800.799.6665	
11 9.16.07	3. PM	2		FIRST PREMIER BANK	1.800. 987. 5591	
12 9.20-07	10. AM.	1		BANK OF AMERICA	1.800-799.6685	
13 9.24.07	3. AM	1		CHASE	1.800, 945, 2000	
14 10.10.07	9. PM	1		BANK OF AMERICA	1.800 799. 6685	
15 11.5.07	2. PM	2		FIRST PREMIER BANK	466. [illegible] 949 .6300	
16 11.8.07	6. PM	2		BANK OF AMERICA	1.800 799.6685	
17 11.14.07	5.30. PM	1		BANK OF AMERICA	760 799. 6685	
18 11.10.07	5 00 PM	1		BANK OF AMERICA	1. 466 826. 4104	
19						
20						

ATTORNEY CLIENT PRIVILEGED / ATTORNEY WORK PRODUCT

Page ____ of ____

GEORGE G. WEICKHARDT (SBN 58586)
WENDY C. KROG (SBN 257010)
ROPERS, MAJESKI, KOHN & BENTLEY
201 Spear Street, Suite 1000
San Francisco, CA 94105
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Facsimile: (415) 972-6301
Email: gweickhardt@rmkb.com
wkrog@rmkb.com

Attorneys for Defendant
CHASE BANK USA, N.A.

Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco

UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

GUADALUPE VIDALES; SENOBIO VIDALES, Plaintiffs, v. CHASE BANK USA, N.A., and DOES 1 through 10, inclusive, Defendants.	CASE NO. 08 CV 1535 JLS JMA **PROOF OF SERVICE**

CASE NAME: ***Vidales v. Chase Bank USA, N.A.***

ACTION NO.: **08 CV 1535 JLS JMA**

PROOF OF SERVICE

1. At the time of service I was over 18 years of age and not a party to this action.

2. My business address is 201 Spear Street, Suite 1000, San Francisco, CA 94105.

3. On September 5, 2008, I served the following documents:

NOTICE OF MOTION AND MOTION TO STRIKE [FED. R. CIV. P. 12(f)] AND TO DISMISS [FED. R. CIV. P. 12(b)(6)]

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO STRIKE [FED. R. CIV. P. 12(f)] AND TO DISMISS [FED. R. CIV. P. 12(b)(6)]

[PROPOSED] ORDER GRANTING DEFENDANT'S MOTION TO STRIKE [FED. R. CIV. P. 12(f)] AND TO DISMISS [FED. R. CIV. P. 12(b)(6)]

4. I served the documents on the persons at the address below (along with their fax numbers and/or email addresses if service was by fax or email):

Attorneys for plaintiff
Matthew M. McCormick, Esq.
DOAN LAW FIRM, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, CA 92008
Telephone: (760) 450-3333
Facsimile: (760) 720-6082
E-mail: matt@doanlaw.com

5. I served the documents by the following means:

a. ☒ By United States mail: I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses specified in item 4 and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

b. ☐ By overnight delivery: I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

c. ☐ By email or electronic transmission: Based on an agreement between the parties and/or as a courtesy, I sent the documents to the persons at the email addresses listed in item 4. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco

Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: September 5, 2008

/s/ Damyta Jones
Damyta Jones